

Recording Requested By and
When Recorded, Mail To:
James M. Adcox III, Esq.
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219-8966
(615) 244-6380

P BK 92 PG 410

STATE MS - DE SOTO CO.

DEC 31 8 59 AM '01

BK 92 PG 410
W.E. DAVIS CH. CLK.

MEMORANDUM OF LEASE SUPPLEMENT
(Lake Cormorant)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THIS MEMORANDUM OF LEASE SUPPLEMENT, made as of this 18th day of December, 2001, between CROWN CASTLE PT INC., a Delaware corporation with its principal offices at 375 Southpointe Boulevard, Canonsburg, PA 15317, hereinafter designated "LESSOR" and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a VERIZON WIRELESS, with its principal offices located at 180 Washington Valley Road, Bedminster, NJ 07921, hereinafter designated "LESSEE".

1. LESSOR and LESSEE entered into a Supplement to that certain Master Lease Agreement dated November 30, 2000 and amended as of January 31, 2001, and further amended on June 6, 2001. Such Supplement has a term of ten (10) years. The Supplement may be extended for up to three (3) additional five (5) year terms.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Master Lease Agreement and applicable Supplement thereto, LESSOR has leased or subleased to LESSEE certain space at that certain property located on Nesbit Road, Lake Cormorant, County of DeSoto, State of Mississippi, which property is described as a parcel containing approximately 155,537 square feet as more particularly described in Exhibit "A" attached hereto and made a part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits and pipes extending from the nearest public right of way.

3. The lease or sublease commences on November 1, 2001, and a copy of the Master Lease Agreement and applicable Supplement thereto is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Master Lease Agreement and applicable Supplement thereto, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, Lessor and Lessee have caused their names to be signed as of the date and year first above written.

LESSOR:

CROWN CASTLE PT INC.

By: 

Name: Joseph W. Ernest

Title: Authorized Agent

Date: 12/18/01

LESSEE:

CELLCO PARTNERSHIP

d/b/a VERIZON WIRELESS

By: 

Name: Howard H. Bower

Title: Area Vice President – Network
South Area

Date: 12/17/01

FILING INSTRUCTIONS: Section 25, Township 2 South, Range 10 West

STATE OF TENNESSEE)
 COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **JOSEPH W. ERNEST**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to the Authorized Agent of **CROWN CASTLE PT INC.**, a Delaware corporation, the within named bargainor, a corporation, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Authorized Agent.

WITNESS my hand and seal, at office, this 18th day of December, 2001.

Martha D Cole
 Notary Public

My Commission Expires: 12-23-01

STATE OF NORTH CAROLINA)
 COUNTY OF CABARRUS)
Mecklenburg

Before me, a Notary Public in and for said County and State, duly commissioned and qualified, personally appeared **HOWARD H. BOWER**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to the Area Vice-President – Network, South Area of **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a **VERIZON WIRELESS**, the within named bargainor, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such Area Vice-President – Network South Area.

WITNESS my hand and seal, at office, this 7th day of December, 2001.

Cheryl L Butterworth
 Notary Public

My Commission Expires: June 24, 2006

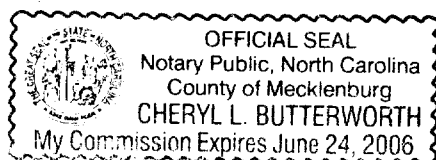


EXHIBIT A

P BK 92 PG 413

A tract of land situated in the Northeast Quarter of Section 25, Township 2 South, Range 10 West, and described as:

Commencing at a point representing the Northeast corner of above said Section 25, as described on plans for the widening of U. S. Highway No. 61 and being a call distance of 2588.22 feet Eastwardly from the intersection of the former physical centerline of said Highway 61, and the physical centerline of Brantley (Nesbit) Road as measured along said centerline of Brantley Road; thence North 88 degrees 48 minutes 48 seconds West along the said physical centerline of Brantley Road and the North line of above said Section 25 a distance of 1100.00 feet to a point; thence South 00 degrees 00 minutes 00 seconds East (leaving said centerline) 25.01 feet to a set iron pin at the True Point of Beginning and lying on the proposed Southerly right of way line of Brantley Road; thence South 00 degrees 00 minutes 00 seconds West 405.37 feet to a set iron pin; thence North 90 degrees 00 minutes 00 seconds West 380.00 feet to a set iron pin; thence North 00 degrees 00 minutes 00 seconds 413.24 feet to a set iron pin on the above said proposed Southerly right of way line of Brantley Road; thence South 88 degrees 48 minutes 48 seconds East along said proposed Southerly right of way line 380.08 feet to the Point of Beginning, containing 155,537 square feet or 3.571 acres, more or less.

Description of Lessee's Sublease Area

Commencing at a point described as the Northeast corner of an existing lease parcel recorded in Book 72, Page 290; thence North 88°54'06" West 154.37 feet; thence South 4°38'11" West 172.39 feet; thence South 0°00'00" East 110.23 feet; thence South 89°16'13" West 14.35 feet to the point of beginning; thence with a new lease line the following four calls: South 89°16'13" West 35.00 feet; thence North 0°43'47" West 20.00 feet; thence North 89°16'13" East 35.00 feet; thence South 0°43'47" East 20.00 feet to the point of beginning.

Said sublease parcel containing 700 square feet more or less and being located in portion of Charles W. Oursler, Jr., et. al. property in Deed Book 119, Page 278 Northeast quarter of Section 25, T 2 S, R10 W, DeSoto County, Mississippi.

Description of Lessee's Access and Utility Easement

Commencing at a point described as the Northeast corner of an existing lease parcel recorded in Book 72, Page 290; thence North 88°54'06" West 154.37 feet to the point of beginning; thence with a new easement the following seven calls: South 4°38'11" West 172.39 feet; thence South 0°00'00" East 110.23 feet; thence South 89°16'13" West 14.35 feet; thence North 0°43'47" West 20.00 feet; thence South 89°16'13" West 2.57 feet; thence North 4°38'11" East 283.32 feet; thence South 88°54'08" East 10.02 feet to the point of beginning.

Said easement containing and being located in a portion of Charles W. Oursler, Jr. property in Deed Book 119, Page 278 Northeast quarter of Section 25, T 2 S, R10 W DeSoto County, Mississippi.